

**AGREEMENT BETWEEN
TEAMSTERS, LOCAL 174
AND
KING COUNTY**

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**AGREEMENT BETWEEN
TEAMSTERS, LOCAL 174
AND KING COUNTY**

These articles constitute an agreement, terms of which have been negotiated in good faith between King County (County) and Teamsters, Local 174 (Union). This Agreement shall be subject to approval by Ordinance by the Metropolitan King County Council (Council).

ARTICLE 1: PURPOSE

1.1. The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees. The articles of this Agreement set forth the wages, hours, and other working conditions for the bargaining unit employees.

1.2. All words under this Agreement shall have their ordinary and usual meaning except those words or phrases that have been defined under King County Code (K.C.C.) 3.12, as amended.

1.2.1. Benefit eligible shall mean those employees in a regular, probationary or term-limited temporary positions who receive paid leaves and insured benefits.

1.2.2. Workweek shall mean the seven (7) consecutive day period defined by the county which is used for determining the FLSA workweek period.

1.2.3. Work schedule shall mean the number of days an employee is assigned to work or is available for work during a workweek. The seven-ten (7-10) work schedule spans two (2) consecutive workweeks.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 2.1. The County recognizes the Union as the exclusive representative of those employees
3 whose job classifications are listed in Addendum A.

4 2.2. It shall be a condition of employment that all employees covered by this Agreement who
5 are members in good standing as defined by the Union on the effective date of this Agreement shall
6 remain members in good standing or pay an agency fee to the Union. Employees who are not
7 members on the effective date of this Agreement shall, on the thirtieth (30) day following the
8 effective date of this Agreement, become and remain members in good standing in the Union or pay
9 an agency fee to the Union. It shall also be a condition of employment that all employees covered by
10 this Agreement and hired or assigned into the bargaining unit on or after the effective date shall, on
11 the thirtieth (30) day following the beginning of such employment, become and remain members in
12 good standing or pay an agency fee to the Union.

13 2.3. In accordance with existing law, an employee who holds bona fide religious tenets or
14 beliefs that prohibit the payment of dues and/or fees to union organizations, shall be required, in lieu
15 of periodic dues and fees, to pay sums equal to such dues and fees to a charitable organization
16 mutually agreed on between the employee and the union. Such employee shall also, at the Union's
17 request, be required to furnish proof to the Union on a monthly basis that said sums have been paid to
18 such charitable organization in conformance with the above.

19 2.4. All fees and dues paid either to the Union or to charity shall be for non-political
20 purposes.

21 2.5. Failure by an employee to abide by the above provisions shall constitute cause for
22 discharge; provided, that when an employee fails to fulfill the above obligation, the Union shall
23 provide the employee and the County with thirty (30) days notification of the Union's intent to initiate
24 discharge action and during this period the employee may make restitution in the amount which is
25 overdue. In the event that restitution is timely made and absent other impediments to good standing,
26 the employee shall be relieved of the discharge notice.

27 2.6. Upon receipt of written authorization individually signed by an employee, the County
28 shall have deducted from the pay of such employee the amount of dues as certified by the Secretary-

1 Treasurer of the Union and shall transmit the same to the Union.

2 2.7. The Union will indemnify, defend, and hold the County harmless against any claims
3 made and against any suit instituted against the County on account of any check-off of dues for the
4 Union. The Union agrees to refund to the County any amounts paid to it in error on account of the
5 check-off provision upon presentation of proper evidence thereof.

1 **ARTICLE 3: RIGHTS OF MANAGEMENT**

2 The management of the County and the direction of the work force are vested exclusively in
3 the County subject to terms of this Agreement. The County may administer all matters not expressly
4 covered by the language of this Agreement for its duration as the County from time to time may
5 determine.

ARTICLE 4: HOLIDAYS

4.1. All regular, probationary and term-limited temporary employees, except those on a 7-10 work schedule, shall be granted the following holidays with pay:

New Year's Day	January 1st
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday following the fourth Thursday in November
Christmas Day	December 25th

and any special or limited holidays as declared by the President of the United States or the Governor of the State of Washington and as approved by the Council.

4.1.1. Employees eligible for holiday pay under 4.1 who work a part-time schedule will be granted each of the holidays pro-rated to reflect their normal workday when the holiday falls on a regular workday.

4.2. Employees eligible for holiday pay as defined in 4.1 shall receive two (2) additional personal holidays to be administered through the vacation plan. One (1) day shall be accrued on the first of October and one (1) day on the first of November of each year. These days can be used in the same manner as any vacation day earned.

4.3. Whenever a holiday falls upon a Sunday, the following Monday shall be observed as the holiday. A holiday falling on a Saturday shall be observed on the preceding Friday.

4.4. All employees may be required to work holidays. Except for those employees who are

1 working a 7-10 work schedule, all work on a holiday shall be paid at one and one-half (1-1/2) times
2 the employee's regular rate of pay in addition to the regular holiday pay.

3 **4.5.** For regular employees who work a forty (40) hour workweek and are eligible for holiday
4 pay, whenever a holiday occurs during an employee's regularly scheduled workday (5-8 work
5 schedule), such employee shall receive compensation for the holiday on the basis of eight (8) hours of
6 the employee's straight time rate (ten (10) hours for those employees on a "4-10" schedule to a
7 maximum of ninety-six (96) hours per annum). Roads and Fleet Division employees working a 4-10
8 work schedule may, at the County's discretion, have their work schedule changed to a 5-8 work
9 schedule during a week in which there is a holiday.

10 **4.6.** Full-time employees on a 7 - 10 work schedule shall be entitled to the following three
11 (3) holidays without a reduction in pay: Thanksgiving Day (fourth Thursday in November),
12 Christmas Day (December 25) and New Year's Day (January 1).

13 **4.7.** Part time employees who are eligible for holiday pay and who are working on a 7-10
14 work schedule will be paid ten (10) hours pay for the holidays of Thanksgiving Day (fourth Thursday
15 in November), Christmas Day (December 25) or New Year's Day (January 1) which fall during their
16 assigned shift.

ARTICLE 5: VACATIONS

5.1. Regular, probationary and term-limited temporary employees shall be eligible to accrue vacation leave benefits for each hour in pay status exclusive of overtime as described in the following table except in those instances expressly provided for in other sections of this Article. Employees eligible for vacation leave who work a part-time schedule will receive vacation leave on a pro-rated basis.

Full Years of Service	<i>Approximate Hourly Accrual Rate</i>	<i>Approximate Equivalent Annual Leave in Days</i>
Upon hire through end of Year 5	.0460	12
Upon beginning of Year 6	.0577	15
Upon beginning of Year 9	.0615	16
Upon beginning of Year 11	.0769	20
Upon beginning of Year 17	.0807	21
Upon beginning of Year 18	.0846	22
Upon beginning of Year 19	.0885	23
Upon beginning of Year 20	.0923	24
Upon beginning of Year 21	.0961	25
Upon beginning of Year 22	.1000	26
Upon beginning of Year 23	.1038	27
Upon beginning of Year 24	.1076	28
Upon beginning of Year 25	.1115	29
Upon beginning of Year 26 and beyond	.1153	30

5.2. Under no circumstances shall implementation of the above schedule result in a reduction of the vacation accrual rate for regular employees who are assigned to a 7-10 schedule as of August 1, 1996. Such employees will receive vacation leave benefits for each hour in pay status exclusive of overtime as described in the following table:

Through end of year 3	.0460
Upon beginning of year 4	.065934
Upon beginning of year 11	.0769
Upon beginning of year 13	.087912
Upon beginning of year 19	(Section 1 Table)

5.3. Employees eligible for vacation leave shall accrue vacation leave from their date of hire.

5.4. Employees shall not be eligible to take or be paid for vacation leave until they have successfully completed their first six (6) months of County service in a vacation leave eligible position. If an employee in a vacation leave eligible position leaves County employment prior to successfully completing their first six (6) months of County service, the employee shall forfeit and not be paid for any accrued vacation leave. Regular employees and term-limited temporary employees shall be paid for accrued vacation leave to their date of separation up to the maximum accrual amount if they have successfully completed their first six (6) months of County service. Payment shall be the accrued vacation leave multiplied by the employee's regular base rate of pay in effect upon the date of leaving County employment less mandatory withholdings.

5.5.

A. The division manager/designee shall be responsible for establishing a flexible vacation schedule in such a manner as to achieve the most efficient functioning of the division, as well as to allow the maximum number of employees to utilize accrued vacation without detriment to County services. The major vacation schedule in the Solid Waste Division shall be determined by seniority bid, with the most senior employee having first bid. The Solid Waste Division shall permit three (3) Transfer Station Operators and four (4) TDIII off on vacation leave at any one time. Once the major vacation schedule has been published, all additional vacation requests will be granted on a first come, first-served basis.

B. Employees who work a part-time schedule and who are eligible for vacation leave may use vacation to fill out their work schedule. Unless previously approved for vacation leave, an employee may not take vacation leave on a day called for work during the employee's regular

1 schedule except as provided under Section 5.5.A.

2 **5.6.** Employees who work a full-time schedule and who are eligible to accrue vacation leave
3 may accrue up to sixty (60) days (480 hours) vacation a year. Employees who work a part-time
4 schedule and who are eligible to accrue vacation leave may accrue up to sixty (60) days (480 hours)
5 prorated to reflect their normally scheduled workweek. Such employees shall use vacation leave
6 beyond the maximum accrual amount prior to December 31 of each year. Failure to use vacation
7 leave beyond the maximum accrual amount will result in forfeiture of the vacation leave beyond the
8 maximum amount unless the division manager/designee has approved a carryover of such vacation
9 leave because of cyclical workloads, work assignments or other reasons as may be in the best interests
10 of the County.

11 **5.7.** Employees shall not use or be paid for vacation leave until it has accrued and such use or
12 payment is consistent with the provisions of this Article.

13 **5.8.** No employee shall work for compensation for the County in any capacity during the time
14 that the employee is on vacation leave.

15 **5.9.** Employees may use vacation in quarter hour (1/4) increments, at the discretion of the
16 division manager/designee.

17 **5.10.** In cases of separation from County employment by death an employee with accrued
18 vacation leave who has successfully completed his or her first six (6) months of County service will
19 have unused vacation leave up to the maximum accrual amount paid to the employee's estate, or, in
20 applicable cases, as provided for by state law, RCW Title II.

21 **5.11.** If a regular employee resigns from County employment or is laid off and subsequently
22 returns to County employment within two (2) years from such resignation or lay off, as applicable, the
23 employee's prior County service shall be counted in determining the vacation leave accrual rate under
24 Section 5.1.

25 **5.12.** If an employee is injured or becomes sick while on vacation leave s/he can use accrued
26 sick leave for that time provided s/he notifies the division manager/designee on the first day of the
27 injury or illness. If it is physically impossible to give such notice on the first day, notice must be
28 given as soon as possible and must be accompanied by an acceptable showing of the reasons for the

1 delay. Verification of the injury or illness from a licensed practitioner may be required for approval
2 of the sick leave request and the injury or illness must be of such severity that it would have
3 prevented the employee from working had the employee not been on vacation leave.

1 **ARTICLE 6 SICK LEAVE**

2 6.1. Regular, probationary and term-limited temporary employees shall accrue sick leave
3 benefits at the rate of 0.04616 hours for each hour in pay status exclusive of overtime. Regular
4 employees assigned to a 7-10 schedule since August 1, 1996, shall accrue sick leave in proportion to
5 the relationship his/her basic work week bears to forty (40) hours. Except that sick leave shall not
6 begin to accrue until the first of the month following the month in which the employee commenced
7 employment. The employee is not entitled to sick leave if not previously earned.

8 6.2. During the first six (6) months of service, employees eligible to accrue vacation leave
9 may, at the division manager/designee's discretion, use any accrued days of vacation leave as an
10 extension of sick leave. If an employee does not work a full six (6) months, any vacation leave used
11 for sick leave must be reimbursed to the County upon termination.

12 6.3. Employees may use sick leave in quarter hour (1/4) increments, at the discretion of the
13 division manager/designee.

14 6.4. There shall be no limit to the hours of sick leave benefits accrued by an eligible
15 employee.

16 6.5. The division manager/designee is responsible for the proper administration of the sick
17 leave benefit. Verification of illness from a licensed practitioner may be required for any requested
18 sick leave absence.

19 6.6. Separation from or termination of County employment shall cancel all sick leave accrued
20 to the employee as of the date of separation or termination. Should a regular employee resign or be
21 laid off and return to County employment within two (2) years, accrued sick leave shall be restored.

22 6.7. Employees eligible to accrue sick leave and who have successfully completed at least
23 five (5) years of County service and who retire as a result of length of service or who terminate by
24 reason of death shall be paid, or their estates paid as provided for by RCW Title 11, as applicable, an
25 amount equal to thirty-five (35%) percent of their unused, accumulated sick leave multiplied by the
26 employee's rate of pay in effect upon the date of leaving County employment less mandatory
27 withholdings.

28 6.8. **Leave Without Pay for Health Reasons.** An employee must use all of his/her sick

1 leave before taking unpaid leave for his/her own health reasons. If the injury is compensable under
2 the County's workers compensation program, then the employee has the option to augment or not
3 augment time loss payments with the use of accrued sick leave.

4 **6.9. Leave Without Pay for Family Reason.** For a leave for family reasons, the employee
5 will choose at the start of the leave whether the particular leave would be paid or unpaid; but, when
6 an employee chooses to take paid leave for family reasons he/she may set aside a reserve of up to
7 eighty (80) hours of accrued sick leave.

8 **6.10. Use of Vacation Leave as Sick Leave.** An employee who has exhausted all of his/her
9 sick leave may use accrued vacation leave before going on leave of absence without pay, if approved
10 by his/her manager/designee.

11 **6.11. Use of Sick Leave.** Accrued sick leave will be used for the following reasons:

12 A. The employee's bona fide illness or incapacitating injury; provided that;

13 1. An employee who suffers an occupational illness or is injured on the job
14 may not simultaneously collect sick leave and worker's compensation payments in a total amount
15 greater than the net regular pay of the employee; though an employee who chooses not to augment
16 his/her worker's compensation time loss pay through the use of sick leave will be deemed on unpaid
17 leave status;

18 2. An employee who chooses to augment workers compensation payments
19 with the use of accrued sick leave will notify the workers compensation office in writing at the
20 beginning of the leave;

21 3. An employee may not collect sick leave and worker's compensation time
22 loss payments for physical incapacity due to any injury or occupational illness which is directly
23 traceable to employment other than with the County.

24 B. Exposure to contagious diseases and resulting quarantine.

25 C. A female employee's temporary disability caused by or contributed to by
26 pregnancy and childbirth.

27 D. The employee's medical, ocular or dental appointments, provided that the
28 employee's manager/designee has approved the scheduling of sick leave for such appointments.

1 E. To care for the employee's eligible child if the child has an illness or health
2 condition which requires treatment or supervision from the employee;

3 F. To care for other family members, if:

4 1. The employee has been employed by the County for twelve (12) months or
5 more and has worked a minimum of one thousand forty (1040) hours for an employee who works a
6 40 hour work schedule or nine hundred-ten (910) hours for an employee who works a 7-10 work
7 schedule in the preceding twelve (12) months,

8 2. The family member is the employee's spouse or domestic partner, the
9 employee's child, a child of the employee's spouse or domestic partner, the parent of the employee,
10 employee's spouse or domestic partner or an individual who stands or stood in loco parentis to the
11 employee, the employee's spouse or domestic partner; and,

12 3. The reason for the leave is one of the following:

13 a. The birth of a son or daughter and care of the newborn child, or
14 placement with the employee of a son or daughter for adoption or foster care, if the leave is taken
15 within twelve (12) months of the birth, adoption or placement;

16 b. The care of the employee's child or child of the employee's spouse
17 or domestic partner whose illness or health condition requires treatment or supervision by the
18 employee; or

19 c. Care of a family member who suffers from a serious health
20 condition.

21 **6.12. Unpaid Leave.** An employee who has been employed by the County for twelve (12)
22 months or more and has worked a minimum of one thousand forty (1040) hours for an employee who
23 works a 40 hour work schedule or nine hundred-ten (910) hours for an employee who works a 7-10
24 work schedule in the preceding twelve (12) months, may take a total of up to eighteen (18)
25 workweeks of unpaid leave for his or her own serious health condition and for family reasons as
26 provided in Sections 6.11.E and 6.11.F combined, within a rolling twelve (12) month period. The
27 leave may be continuous, which is consecutive days or weeks, or intermittent, which is taken in whole
28 or partial days as needed. Intermittent leave is subject to the following conditions:

1 **A. Birth or Adoption.** When a leave is taken after the birth or placement of a child
2 for adoption or foster care, an employee may take leave intermittently or on a reduced leave schedule
3 only if authorized by the employee's manager/designee.

4 **B. Reduced Schedules.** An employee make take leave intermittently or on a reduced
5 schedule when medically necessary due to a serious health condition of the employee or family
6 member of the employee; and

7 **C. Temporary Transfer.** If an employee requests intermittent leave or leave on a
8 reduced leave schedule, under Section B. above, that is foreseeable based on planned medical
9 treatment, the manager/designee may require the employee to transfer temporarily to an available
10 alternative position for which the employee is qualified and that has equivalent pay and benefits and
11 that better accommodates recurring periods of leave than the regular position of the employee.

12 **6.12.1. Concurrent Time.** Use of donated leave will run concurrently with the
13 eighteen (18) workweek family medical leave entitlement.

14 **6.12.2. Insurance Premiums.** The County will continue its contribution toward
15 health care during any unpaid leave taken under Section 6.12.

16 **6.12.3. Return to Work from Unpaid Leave.** An employee who returns from
17 unpaid family or medical leave within the time provided in this Article is entitled, subject to layoff
18 provisions, to:

19 **A.** The same position he/she held when the leave commenced; or

20 **B.** A position with equivalent status, benefits, pay and other terms and
21 conditions of employment; and

22 **C.** Seniority shall continue to accrue while on approved unpaid leave as
23 provided under Section 6.12.

24 **6.12.4. Failure to Return to Work.** Failure to return to work by the expiration date
25 of the leave of absence may be cause for removal and result in termination of the employee from
26 County service.

27 **6.13. Definition of Child.** For purposes of this Article, a child means a biological, adopted
28 or foster child, a step child, a legal ward or a child of an employee standing in loco parentis to the

child, who is under eighteen (18) years of age or is eighteen (18) years of age or older and incapable of self care because of mental or physical disability.

1 **ARTICLE 7: PAID LEAVES**

2 **7.1. Donation of Leaves.** Donation of vacation leave hours and donation of sick leave hours.

3 **A. Vacation Leave Hours.**

4 **1. Approval Required.** An employee eligible for vacation leave may donate a
5 portion of his/her accrued vacation leave to another employee eligible for leave benefits. Such
6 donation will occur upon written request to and approval of the donating and receiving employee's
7 department director(s), except that requests for vacation donation made for the purposes of
8 supplementing the sick leave benefits of the receiving employee will not be denied unless approval
9 would result in a departmental hardship for the receiving department.

10 **2. Limitations.** The number of hours donated will not exceed the donor's
11 accrued vacation credit as of the date of the request. No donation of vacation hours will be permitted
12 where it would cause the employee receiving the transfer to exceed his/her maximum vacation
13 accrual.

14 **3. Return of Unused Donations.** Donated vacation leave hours must be used
15 within ninety (90) calendar days following the date of donation. Donated hours not used within
16 ninety (90) days or due to the death of the receiving employee will revert to the donor. Donated
17 vacation leave hours will be excluded from vacation leave payoff provisions contained in this Article.
18 For purposes of this Article, the first hours used by an employee will be accrued vacation leave hours.

19 **B. Sick Leave Hours.**

20 **1. Written Notice Required.** An employee eligible for sick leave may donate
21 a portion of his/her accrued sick leave to another employee eligible for leave benefits upon written
22 notice to the donating and receiving employee's department director(s).

23 **2. Minimum Leave Balance Required (Donor).** No donation will be
24 permitted unless the donating employee's sick leave accrual balance immediately subsequent to the
25 donation is one hundred (100) hours or more. No employee may donate more than twenty-five (25)
26 hours of his/her accrued sick leave in a calendar year.

27 **3. Return of Unused Donations.** Donated sick leave hours must be used
28 within ninety (90) calendar days. Donated hours not used within ninety (90) days or due to the death

1 of the receiving employee will revert to the donor. Donated sick leave hours will be excluded from
2 the sick leave payoff provisions contained in this Agreement, and sick leave restoration provisions
3 contained in this Agreement. For purposes of this Article, the first hours used by an employee will be
4 accrued sick leave hours.

5 **C. No Solicitation.** All donations of vacation and sick leave made under this Article
6 are strictly voluntary. An employee is prohibited from soliciting, offering or receiving monetary or
7 any other compensation or benefits in exchange for donating vacation or sick leave hours.

8 **D. Conversion Rate.** All vacation and sick leave hours donated will be converted to
9 a dollar value based on the donor's straight time hourly rate at the time of donation. Such dollar
10 value will then be divided by the receiving employee's hourly rate to determine the actual number of
11 hours received. Unused donated vacation and sick leave will be reconverted based on the donor's
12 straight time hourly rate at the time of reconversion.

13 **7.2. Leave - Organ Donors.** The manager/designee will allow an employee eligible for paid
14 leave who is voluntarily participating as a donor in life-giving or life-saving procedures such as, but
15 not limited to, bone marrow transplants, kidney transplants, or blood transfusions up to five (5) days
16 paid leave provided;

17 **A. Notification.** The employee gives the manager/designee reasonable advance
18 notice of the need to take time off from work for the donation of bone marrow, a kidney, or other
19 organs or tissue where there is a reasonable expectation that the employee's failure to donate may
20 result in serious illness, injury, pain or the eventual death of the identified recipient.

21 **B. Provider Certification.** The employee provides written proof from an accredited
22 medical institution, organization or individual as to the need for the employee to donate bone marrow,
23 a kidney, or other organs or tissue or to participate in any other medical procedure where the
24 participation of the donor is unique or critical to a successful outcome.

25 **C. Time off Subject to Agreement.** Time off from work for the purpose set out
26 above in excess of five (5) working days will be subject to the terms of this Agreement.

27 **7.3. Bereavement Leave.**

28 **A.** An employee eligible for paid leave will be entitled to three (3) working days of

1 bereavement leave a calendar year due to death of a member of his/her immediate family.

2 **B. Use of Sick Leave in Lieu of Bereavement Leave.** An employee eligible for
3 leave who has exhausted his/her bereavement leave, will be entitled to use sick leave in the amount of
4 three (3) working days per calendar year for each instance when death occurs to a member of the
5 employee's immediate family or any relative continually living in the employee's household.

6 **C.** In the application of any of the foregoing provisions, when a holiday or regular day
7 off falls within the prescribed period of absence, it will not be charged against the employee's sick
8 leave account nor bereavement leave credit.

9 **D. Family Defined.** Immediate family means, as used in this article: spouse,
10 domestic partner, grandparent, parent, child, sibling, grandchild of the employee, employee's spouse
11 or employee's domestic partner.

12 **7.4. School Volunteers.** An employee eligible for paid leave will be allowed the use of up to
13 three (3) days of sick leave each year to allow the employee to perform volunteer services at the
14 school attended by the employee's child provided; an employee requesting to use sick leave for this
15 purpose will submit such request in writing specifying the name of the school and the nature of the
16 volunteer services to be performed.

17 **7.5. Jury Duty.** An employee eligible for paid leave who is ordered on a jury will be entitled
18 to his/her regular County pay; provided, that fees for such jury duty are deposited, exclusive of
19 mileage, with the Department of Finance. The employee will report back to their manager/designee
20 when dismissed from jury service.

21 **7.6. Leave Examinations.** An employee eligible for paid leave will be entitled to necessary
22 time off with pay for the purpose of participating in County qualifying or promotional examinations.
23 This will include time required to complete any required interviews.

24 **7.7. Military Leave.** A leave of absence for active military duty or active military training duty
25 will be granted to eligible employees in accordance with applicable provisions of state and/or federal
26 law; provided, that a request for such leave shall be submitted to the manager/designee in writing by the
27 employee and accompanied by a validated copy of military orders ordering such active duty or active
28 training duty.

1 **ARTICLE 8: MEDICAL, DENTAL AND LIFE INSURANCE PROGRAMS & PENSION**

2 8.1. The County presently has in effect group medical, dental and life insurance plans for
3 regular, probationary and term-limited temporary employees and agrees to maintain participation in
4 the plans as determined by the Joint Labor-Management Insurance Committee or its successor.

5 8.2. Effective January 1, 2003, the County shall pay one dollar (\$1.00) into the Western
6 Conference of Teamsters Pension Fund on account of each employee in the bargaining unit for every
7 hour for which compensation was paid not to exceed 2080 compensated hours per year.

8 8.2.1. The total amount due for each calendar month shall be remitted in a lump sum
9 not later than twenty (20) days after the last business day of the month.

10 8.2.2. The County agrees to abide by the rules established by the trustees of said Trust
11 Fund to facilitate the accurate determination of hours for which contributions are due, prompt and
12 orderly collections and accurate reporting and recording of amounts paid. Upon Union request, a
13 copy of Pension transmittals shall be posted on the bulletin boards.

14 8.2.3. Upon the majority vote of the bargaining unit as directed by the Union, the
15 Union has the right to make a demand on the County to bargain on how additional money from wages
16 can be used to pay into the pension.

1 **ARTICLE 9: CLASSIFICATIONS AND COMPENSATION**

2 **9.1.** The classifications of work and corresponding hourly rates of pay for each classification
3 covered by this Agreement shall be as listed under Addendum A. Local 174 may grieve jurisdiction
4 issues related to work performed by the classifications listed under Addendum A, except as limited
5 under Section 13.1

6 **9.2. Cost of Living.** The wage rates in effect on January 1 of each year of the Agreement
7 (years 2003, 2004 and 2005) shall be increased by ninety percent (90%) of the percentage increase in
8 the United States City Average Consumer Price Index which occurs during the twelve (12) month
9 period from September to September; provided however, the percentage increase shall not be less
10 than two percent (2%) nor shall it exceed six percent (6%). The index used shall be the Consumer
11 Price Index for the Urban Wage Earners and Clerical Workers (CPI-W); All items revised Series
12 (1982-84=100), as published by the Bureau of Labor Statistics, United States Department of Labor.

13 **9.3.** STEPS A to B, B to C, and C to D are STEP increases which become effective upon
14 completion of the specified six months of employment identified under Addendum A. The initial
15 step placement will be determined by the County.

16 **9.4. Promotional Reclassification.** A regular employee who is promoted from one
17 classification covered by this Agreement to another classification covered by this Agreement, shall be
18 placed into the lowest pay STEP of the higher classification which still provides for a wage rate that
19 is higher than that currently being received by the promoted employee, not to exceed the top step of
20 the new classification.

21 **9.5. Demotional Reclassification.** A regular employee who is demoted from one
22 classification covered by this Agreement to another classification covered by this Agreement, shall be
23 placed into the highest pay STEP of the lower classification which still provides for a wage rate that
24 is lower than that currently being received by the demoted employee.

25 **9.6. Temporary Positions.** Temporary, except part-time Sign and Marking Specialists, will
26 be paid at the first step of the pay range specified in Addendum A. Temporary and part-time Sign and
27 Marking Specialist employees are not eligible for paid leaves or insured benefits. In the event that the
28 temporary or part-time Sign and Marking Specialist employee exceeds the calendar year working

hour threshold defined in Chapter 3.12 of the K.C.C, he/she may also be entitled to receive additional compensation and also may be eligible to participate in the medical component of the insured benefits plan as provided under the Chapter and subsequent revisions thereof.

9.7. Premium Pay.

A. Truck Driver II will receive the Truck driver III base hourly rate of pay as a premium for actual hour(s) operating a vactor truck or pulling a "pony."

B. Sign and Marking Specialists will be paid the Truck Driver III base hourly rate of pay for actual hours driving a striper truck.

9.8. Lead Compensation. An employee assigned in writing by the manager/designee to be a lead will receive seven-and-one-half (7.5%) percent more than his/her regular base hourly rate of pay for all time assigned.

9.9. Overtime.

A. No employee shall have his/her work schedule altered for the sole purpose of avoiding the payment of overtime. No employee shall be required to work on his/her scheduled day off in lieu of his scheduled workday. Nothing herein shall be construed as meaning that an employee shall receive overtime pay for Saturday or Sunday work when such work is performed on his/her scheduled workday.

B. Employees on a 5-8 schedule who are required to work beyond eight (8) hours a day at the direction of their supervisor shall be compensated at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for time worked in excess of eight (8) hours per day or forty (40) hours per workweek. Employees on a 4-10 schedule who are required to work beyond ten (10) hours a day at the direction of their supervisor shall be compensated at a rate of one-and-one-half (1-1/2) times their regular hourly rate of pay for all time worked in excess of ten (10) hours per day or forty (40) hours per workweek. Employees on a 7-10 schedule who are required to work beyond ten (10) hours a day at the direction of their supervisor shall be compensated at the rate of one-and-one-half (1-1/2) times their regular hourly rate of pay for all time worked in excess of ten (10) hours per day or forty (40) hours per workweek.

C. All overtime shall be authorized in advance by the managers/designee in writing,

except in emergencies.

9.10. Call Out.

A. A minimum of four (4) hours at the overtime rate pay shall be paid for each call-out. Where such overtime exceeds four (4) hours, the actual hours worked shall be paid at the overtime rates. Only one (1) overtime shift will be offered to an employee for each call-out.

B. **Roads Division.** In the event an employee in the Roads Division is called out within four (4) hours of his/her regularly scheduled start time, she/he will be paid at the overtime rate of pay for the actual time between the call out and the start time.

9.11. Shift Premium Pay.

A. A ten percent (10%) premium rate shall be paid for all second shift work, defined as work scheduled to start between the hours of noon and 8:59 p.m.

B. A fifteen percent (15%) premium rate shall be paid for all third shift work, defined as work scheduled to start between the hours of 9:00 p.m. and 5:59 a.m.

C. The premiums shall be applied to the working hours listed in Article 10.

D. Employees who are regularly assigned to the second or third shift will have all compensable time paid at the higher rate.

E. Truck Driver III and Transfer Station Operators who work a 7-10 work schedule will receive a shift differential of 14.3%.

9.12. Personal Vehicle. All employees who have been authorized to use their own transportation on County business shall be reimbursed at the mileage rate established by County ordinance in effect at the time of reimbursement, as it may be amended.

9.13. Bus Pass.

A. Regular, probationary and term-limited employees shall be eligible to receive on an annual basis a fully subsidized, regular (Metro) transit pass.

B. Non-regular part-time and temporary employees who were hired on or after January 1, 1998, shall receive cash in lieu of the fully subsidized "regular (Metro) transit pass" effective upon their exceeding the equivalent of six (6) months of full-time employment in a year. The amount of cash paid shall be pro-rated based on the employee's normal workweek, not to exceed

1 \$20 per month.

2 **9.14. Emergency Work.** Emergency work, at other than the normal scheduled working
3 hours or special scheduled working hours not enumerated in this Article, will be compensated as
4 overtime. In the event this overtime work is accomplished prior to the normal working hours and the
5 employee subsequently works his/her regular shift, his/her regular shift shall be compensated at
6 regular time.

7 **9.15. Off Shift Overtime – Roads Division.** Overtime work, which may be required on
8 weekends and holidays, shall first be offered to employees on a rotating seniority basis within the
9 work unit. For work units in which there is more than one pit-site, the overtime shall first be offered
10 to employees on a rotating basis within the pit-site, then to the entire work unit. If the overtime is a
11 continuation of work previously started by a particular crew within a work unit, the overtime will first
12 be offered to employees on a rotating seniority basis within the crew, then to the work unit as
13 described above. A work unit is defined as a maintenance division or an entire crew operating out of
14 the central shop, i.e., drainage crew, bridge crew, etc.

15 **9.16. Solid Waste Division.** Employees who are desirous of working overtime on their “off
16 shift” shall indicate their availability for same upon forms as prescribed by the division
17 manager/designee. Employees will be selected from the list in order of seniority and availability on a
18 rotation basis. Part time regular Transfer Station Operators shall only be included in this rotation
19 after completing training.

ARTICLE 10: WORK SCHEDULES AND SHIFT HOURS

10.1. Hours of Work. The standard work schedule shall consist of five (5) consecutive standard workdays not to exceed eight (8) hours each day (5-8), exclusive of meal periods and not to exceed forty (40) hours per week, Monday through Friday inclusive. The working hours of each day shall normally be between 6:00 a.m. and 6:00 p.m.

10.2. Solid Waste Work Schedules.

A. The standard work schedule for employees working in the Solid Waste Division shall consist of seven (7) consecutive workdays of ten (10) hours each day (7-10), exclusive of lunch periods (except for Transfer Station Operators), followed by seven (7) days off, scheduled Monday through Sunday. The working hours of each day shall normally be between the hours of 6:00 a.m. and 8:00 p.m.

B. The work schedule for a third-person Transfer Station Operator at a transfer station shall consist of five (5) consecutive days of eight (8) hours each day (5 - 8), schedule, Monday through Friday inclusive. The working hours of each day shall normally be between the hours of 6:00 a.m. and 6:00 p.m., and be eight (8) consecutive hours inclusive of the meal period.

C. The work schedule of the Truck Driver III assigned to operate the vactor truck shall consist of five (5) consecutive days of eight (8) hours each day (5-8), exclusive of the meal period. The working hours of each day shall be scheduled between the hours of 6:00 a.m. and 8:00 p.m.

10.3. Second Shift – Solid Waste Division.

A. Second Shift Truck Driver III. The work schedule for the Solid Waste Truck Driver III responsible for fueling all Solid Waste equipment at the Cedar Hills Landfill and outgoing sites shall consist of five (5) consecutive days of eight (8) hours each day (5-8), exclusive of the meal period, scheduled Monday through Friday.

B. Second Shift Transfer Station Operator. The work schedule for employees assigned to the second shift at a transfer station shall consist of five (5) consecutive days of eight (8) hours each day (5-8), scheduled Monday through Friday. The working hours each day will normally be between 3:45 p.m. and 11:45 p.m., inclusive of the meal period.

1 **10.4. 4-10 Schedule.** Solid Waste Truck Drivers, Parks Department Truck Drivers and Road
2 Division employees who work a 4-10 work schedule shall be required to work four (4) consecutive
3 days of ten (10) hours each (4-10), exclusive of the meal period, scheduled either Monday through
4 Thursday or Tuesday through Friday. The working hours shall normally be between 6:00 a.m. and
5 8:00 p.m.

6 **10.5. Shift Bidding - Solid Waste Truck Drivers.**

7 A. The annual shift bid will be posted on November 1 through 15 of each year. Bids
8 will be accepted until 4:30 p.m. on November 15. Employees will be informed of the effective date
9 of their bids no later than the first Wednesday of the first week in December. All shift changes made
10 as a result of the annual bid will be completed prior to the last day of January.

11 B. Bids will be awarded based upon bargaining unit seniority with the most senior
12 employee having first choice of shift. Vacancies occurring throughout the year will be filled in a
13 similar manner by the most senior person where qualified from among those bidding for the vacant
14 position.

15 C. EXCEPTION: Effective the first pay period in January 1990, the two (2) Truck
16 Driver II positions at Cedar Hills will be converted to Truck Driver III positions on a 4-10 schedule.
17 The current two (2) employees will remain in these positions and their work preserved until they
18 voluntarily bid out. These two (2) employees' seniority dates will be effective with their dates of hire
19 as Truck Drivers in the Solid Waste Division.

20 **10.6. Shift Bidding - Transfer Station Operators.**

21 A. Transfer Station Operator openings shall be offered for bid to those employees
22 who have completed initial training and shall be filled on a seniority basis with assignment offered to
23 the most senior Transfer Station Operators qualified to do the work.

24 B. During the first pay period of each year, there will be a voluntary sign-up period for
25 regular Transfer Station Operators wishing to change stations. The sign-up period shall be open for
26 ten (10) calendar days.

27 C. A list of employees signing up shall be printed and circulated for ten (10) calendar
28 days so that the employees on the list can examine the available openings and determine, based on

locations and seniority, if they wish to remain on the bid list or withdraw. Withdrawals shall only be made during the ten (10) calendar days the list is circulated.

D. At the close of the circulation period, the supervisor shall complete the bidding process, by seniority, with those Transfer Station Operators who remain on the list.

E. Nothing herein shall affect the County's ability to assign work.

10.7. Roads Work-Site Selection Process.

A. Prior to filling a vacant bargaining unit position, regular employees of the bargaining unit will be provided with the first opportunity to transfer into the vacancy. The County determines when a position is vacant and when, and if it will be filled. The most senior employee in the classification will receive the first right of refusal for that position, provided the following conditions are met:

1. He/she is qualified to perform the work;

2. The transfer does not create an actual or potential legal risk to the County, examples of which include:

a. There is no legal restraining order requiring separation of the employee requesting the transfer and one or more members of the planning unit into which the employee wishes to transfer;

b. There is no documentation of sexual harassment or other discrimination allegations between the employee requesting the transfer and one or more members of the planning unit into which the employee wishes to transfer;

c. There is no reasonable basis to believe that such a transfer will create a hostile work environment or hostile work relationship; and

d. The employee is not currently under investigation or on a corrective action plan as a result of a disciplinary process, unless it is mutually agreed otherwise.

B. Employees can submit or withdraw written requests at any time but will only be considered for a transfer if it is on file prior to the transfer review meeting. The County will post a notification at all work units of its intent to review transfer requests ten (10) days prior to doing so as a reminder to employees to submit requests if interested. The advance notification will include the

1 current vacant positions(s). Given that each transfer results in a subsequent vacancy, the current and
2 subsequent vacancies will be addressed simultaneously in the transfer review meeting. All transfers
3 will be reviewed and approved by the maintenance operations manager. Requests on file will be
4 reviewed and approved by the maintenance operations manager. Requests on file will be purged
5 annually. An employee who changes work locations through this process cannot participate again for
6 twelve (12) months following the effective date of the transfer.

7 **10.8. Part-time Regular Employees - Solid Waste Division.**

8 A. Part-time regular employees are defined as employees occupying positions which
9 may require their services for at least one-half (1/2) of a standard full-time work schedule.
10 Employees so defined shall receive the same hourly rate as do their full-time counterparts and will be
11 paid for actual hours worked.

12 B. Part-time regular employees shall be assigned to work as needed on a 7-10 work
13 schedule with an equal number assigned to both seven (7) day shifts. Initial assignment to shifts "A"
14 and "B" shall be on the basis of seniority. Subsequent calls to work shall be made on the basis of
15 seniority within shift. Employees shall be guaranteed a minimum of four (4) hours for each day
16 assigned to work. Travel time between work locations will be compensated and will be included
17 when calculating the four (4) hour guarantee. Employees are also eligible for mileage reimbursement
18 under Section 8.2 when using their own car when traveling between work locations.

19 C. Part-time regular employees shall not normally work more than seventy (70) hours
20 during any consecutive two (2) week period. Off shift part-time regular employees having sixty (60)
21 hours (sixty-two (62) hours for third person transfer station operators) or less time during the regular
22 scheduled seven (7) days on, will be offered the first opportunity to fill out their seventy (70) hours
23 during a consecutive two (2) weeks period on a rotating basis with the most senior being called first.
24 Any work beyond the seventy (70) hours specified herein shall be offered to regular employees as
25 specified in Section 9.16.

26 **10.9. Special Schedules - Roads , Traffic, Fleet and Parks.**

27 A. Supervisors may change the scheduled hours and provide special schedules for
28 special operations, such as snow removal, flood control, and sanding operations, and other special

1 schedules for special activities or projects.

2 B. Normally at least eight (8) hours advance notice shall be given the employee prior
3 to the commencement of a special schedule or shift change, except in the case where snow removal,
4 flood control, or sanding operations may be anticipated, in which case an "alert" or "stand-by" status
5 advance warning is sufficient.

6 C. When an employee works an "alert" schedule, the employee will receive the first
7 four (4) hours worked at the rate of one and one-half (1-1/2) his/her base rate of pay. The next eight
8 (8) hours worked will be at the employee's regular base rate of pay. Nothing herein guarantees that
9 the employee will work more than eight (8) hours while on an "alert" schedule. The employee will
10 receive sick and vacation leave accruals for the first eight (8) hours worked. Responsibility for the
11 fair administration of the "alert" schedule shall be that of the superintendent of special operations or
12 the superintendent of maintenance.

13 **10.10.** The County will not institute any additional work schedules or shifts outside of the
14 work schedules and shifts defined under this Article without first negotiating and securing mutual
15 agreement to the matter with Local 174.

16 **10.11.** The County, in order to comply with the law, may change an employee's workweek.
17 The employee who is granted a day off on the normal workweek of the shift shall not be granted an
18 off-shift workday as part of the accommodation unless no part-time regular employees are available
19 to fill available work. The employee may use approved vacation or unpaid leave for the day off
20 granted for this purpose, or may exercise seniority rights by bidding to a work shift that provides for
21 an improved accommodation. Such transfers shall be subject to the Union seniority provisions or
22 must be negotiated by the Union and the County.

23 **10.12.** Except as specifically provided under the written provisions of this Agreement,
24 nothing within this Agreement shall limit the County's rights to assign work, work locations and
25 vehicles.

1 **ARTICLE 11: MISCELLANEOUS**

2 **11.1.** A regular employee elected or appointed to a Union office which requires a part or all
3 of his/her time shall be given a leave of absence without pay from work upon application and shall
4 not suffer a loss of bargaining unit seniority rights and shall accumulate same during such leave.

5 **11.2. Truck Selection - Solid Waste Division.**

6 **A.** Once individual truck selections have been made by the seniority process, those
7 truck selections shall remain in effect until new trucks are purchased, at which time the process shall
8 repeat again.

9 **B.** Selection of new equipment by individual drivers shall be accomplished on the
10 basis of seniority, with the most senior driver having first choice of new equipment.

11 **C.** Employees, who bid into different shifts, or into vacant positions, shall accept the
12 vacant seat, which is assigned to that position, with no re-bidding of trucks.

13 **D.** For daily operations, on-shift seniority shall prevail. This vehicle selection process
14 may be completed prior to the start time of the affected work shift. After the start time, trucks may be
15 selected on a first-come, first-choice basis.

16 **11.3. Truck Selection – Roads Division.** Replacement equipment shall be assigned to the
17 same employee whose equipment is being replaced. Prior to filling a vacancy with a transfer or new
18 regular employee, the employees in that work unit (as defined in Section 14.10) may select an open
19 truck on the basis of seniority.

20 **11.4.** Transfer Station Operators operate the following equipment in the exercise of their job
21 responsibilities:

22 Compaction Equipment

23 Packer

24 Backhoe

25 Tractor (Goat) to pull trailers

26 and such other equipment as may be required.

27 **11.5. Safety Meetings.** Safety meetings for employees covered under this Agreement shall
28 be conducted according to OSHA and WISHA rules and guidelines. Attendance at meetings will be

1 paid for at a minimum of two (2) hours at the overtime rate for all employees not scheduled for work
2 and who are required to attend the meeting.

3 **11.6.** No employee will be required or assigned to engage in any work activity involving
4 unsafe conditions of work which are in violation of an applicable statute relating to safety of persons
5 or equipment.

6 **11.7.** Rain gear and boots shall be provided at division expense for any employee whose
7 duties are primarily done outside during inclement weather.

8 **11.8.**

9 **A.** The County shall accept full responsibility of payment of all fines and citations
10 issued to a driver as a result of overloads, littering, or any condition that cannot be attributed to driver
11 error.

12 **B.** In relation to overloaded or defective equipment, the County shall forthwith
13 provide bail, pay all fines and assessments, and compensate employees, at the straight-time rate, for
14 all work missed and shall also pay all necessary lodging, meals, transportation, and attorney defense
15 fees in connection therewith, provided the employee was performing pursuant to County instructions.
16 If as a result of following the County's instructions, in relation to overloaded equipment, employees
17 suffer suspension or revocation of license, the County must also offer to provide continued
18 employment for the period involved at not less than regular earnings.

19 **11.9.** During the term of the Agreement, the Union and the County may participate in a joint
20 labor-management committee. The parties may also agree to establish other kinds of joint
21 committees. The parties are responsible for selecting their participants to the joint committee(s).
22 Under no circumstances shall collective bargaining occur in any committee meeting.

23 **11.10. Drug and Alcohol Testing Policy.**

24 **A.** The parties to this Agreement have reviewed and adopted the "Policy for King
25 County Prohibited Drug Use and Alcohol Misuse Education and Testing Program" with the following
26 modifications:

27 **B.** The Union will be provided with a copy of the form(s) prepared indicating the
28 grounds for requiring an employee to submit to a reasonable suspicion test within 24 hours of testing

1 or as soon as possible thereafter.

2 C. When available, a second supervisor will observe a reasonable suspicion test and
3 complete related forms in accordance with the policy.

4 11.11. The Union may have one (1) member from each of the five (5) work units listed under
5 Section 14.10, except Fleet, to attend contract negotiations with the County. The employee will
6 suffer no loss of regular, straight-time pay when contract negotiations are held at the same time as the
7 employee's regular scheduled hours of work.

8 11.12. **Contracting Out.** The County shall not contract out work which the members of the
9 Union have historically performed unless it is required by law or is a business necessity due to an
10 emergency situation or to augment the workforce on a short-term, temporary basis. Except for
11 emergency situations, the County shall provide notice to the Union of its intent to contract out and,
12 upon request, bargain the decision and/or effects of that decision. Except as provided herein, under
13 no circumstance shall the County agree to any long-term or permanent contracting out of bargaining
14 unit work. Nothing in this provision shall limit what the County has historically contracted out, and
15 no jobs will be eliminated due to contracting out.

16 11.13. As a condition of employment, positions requiring a driver's license must have valid
17 Washington State driver's license and necessary endorsements for the position. The County has the
18 right to check licenses when it deems necessary.

19 11.14. **Loan in-Loan out - Roads Division.**

20 A. Employees loaned-out from one work unit to another will be based on seniority
21 except when there is a legitimate business reason for doing otherwise. Legitimate business reasons
22 include, but are not limited to, the need to match particular skills or experience with the work or lack
23 of work for the employee(s) in their regularly assigned work unit.

24 B. If there is no legitimate business reason for selecting certain employees to be
25 loaned out, the supervisor will first determine if there are volunteers. If there are more volunteers
26 than needed, the loan out will be offered first to the employee with the most bargaining unit seniority.

27 C. If there are no volunteers, employees will be selected in the following order:

28 1. Temporary employees

1 2. Term-limited temporary employees

2 3. Regular employees, in reverse seniority order

3 D. Employees loaned out to another work unit are eligible for scheduled weekend
4 overtime in that work unit as long as their regularly scheduled work days are contiguous with the days
5 scheduled to work overtime and/or has worked three (3) days during that week (e.g., an employee
6 loaned out Monday through Wednesday is eligible for overtime scheduled for Saturday and Sunday).
7 An employee, who is not scheduled for weekend overtime work in the loan-out work unit, remains
8 eligible for scheduled weekend overtime in his/her regularly assigned work unit. If there is scheduled
9 overtime in both the loan-out unit and regularly assigned work unit, the loan-out unit takes precedent.

10 E. Employees loaned-out to another work unit are eligible for call-outs in that work
11 unit. While loaned out to another work unit, the employee is no longer considered a member of the
12 work unit to which they are regularly assigned for the purposes of call outs, except during an "alert"
13 schedule (Section 10.12), when the employee will be recalled to his/her regularly assigned work unit.

14 F. Definition: Loan-out is defined as an employee being temporarily reassigned for
15 more than one day to another work unit during which time he/she is required to report to that work
16 site at the beginning of the day and is under the direction of that planning unit's supervisor. (When
17 an employee is loaned for one day or less, he/she reports to and leaves from, his/her regularly
18 assigned work unit.)

19 G. Nothing herein limits the County's ability to assign vehicles or employees to other
20 work units for a day or less or to a different crew or pit-site within a workweek.

21 11.15. Nothing herein shall affect the County's ability to assign work.
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ARTICLE 12: DISCIPLINE AND DISCHARGE

12.1. No regular employee shall be disciplined except for just cause.

12.2. As a condition precedent to any suspension or discharge, the County must have given the employee a written reprimand wherein facts forming the grounds of the County's dissatisfaction are clearly set forth. Written reprimands, suspensions or discharges must be given by registered, certified mail or personally with a written acknowledgment of receipt. Copies of all written reprimands, suspensions or discharges shall concurrently be forwarded to the Union.

12.3. Letters of reprimand shall be expunged from an employee's personal history file after a period of twelve (12) months.

12.4. Written reprimands are not necessary if the grounds are:

1. Dishonesty – Defined as false or misleading statements made by an employee during the course of an investigation and falsifying an official document.

2. Harassment and/or discrimination – Defined under Article 15.

3. Recklessness – Defined in Black's Law Dictionary.

4. Unauthorized use of County property, including unauthorized passengers while operating County vehicles.

5. Possession, sale or use of controlled substances, intoxication or drinking while on duty.

6. Use of force, fighting or striking another person.

7. Insubordination, including but not limited to, refusal to follow reasonable orders from management. Use of profanity, in and of itself shall not be considered insubordination. The employees must be advised by their supervisor that their behavior is considered by that supervisor to be insubordinate and given an opportunity to cease and desist prior to any suspension or discharge.

8. Theft – Defined as stealing time, materials, money or equivalent.

12.5. Discharges or suspensions must not be founded on evidence secured directly or indirectly through entrapment. Further, except for surveillance by on duty officers of the law, discharges or suspensions, for reckless driving must not be founded upon evidence secured directly or indirectly through surveillance.

1 **12.6. Notice of intent.**

2 **A.** Notice of intent to discharge or suspend must be executed within fourteen (14)
3 calendar days of the incident. However, if the County's knowledge is not immediate or if the incident
4 is such that an investigation of the circumstances is required, notice of the County's intent to suspend
5 or discharge must be executed within fourteen (14) calendar days of the time the County acquires
6 knowledge of the incident, or within ten (10) calendar days of the investigation.

7 **B.** Following the County's notice of intent to suspend or discharge, a Loudermill
8 hearing shall be held within fourteen (14) calendar days of the notice, unless otherwise mutually
9 agreed to by the parties. The final discipline decision shall be rendered within ten (10) calendar days
10 of the hearing, unless otherwise mutually agreed to by the parties.

11 **C.** In no event shall discipline be imposed if the infraction is more than ninety (90)
12 calendar days following the date of the incident; except, for the infractions listed under Section 12.4,
13 not including insubordination. For the infractions that are exempted by the ninety (90) calendar day
14 limitation, the county shall act on the infraction within a reasonable time period.

15 **D.** Employees will not be disciplined for off-duty conduct unless such conduct is job
16 related.

17 **12.7.**

18 **A.** An employee has the right to request an investigation, by the Union, of any written
19 reprimand, suspension or discharge provided such request is made within ten (10) calendar days of
20 receipt of same, otherwise the right to request an investigation is waived. The day of receipt of a
21 written reprimand, suspension or discharge shall be excluded in figuring time. If the last day of the
22 time period listed in this Article falls on a Saturday, Sunday, or holiday, the next following normal
23 day of work shall be considered the last day.

24 **B.** Grievances arising as a result of any such investigation shall be settled in
25 accordance with the provisions of Article 13, Settlement of Disputes.

1 **ARTICLE 13: SETTLEMENT OF DISPUTES**

2 **13.1. Preamble:**

3 A. The County and the Union recognize the importance of cooperative problem-
4 solving approaches to the resolution of disputes.

5 B. The goal of this process is explore all avenues that could resolve a grievance. Shop
6 stewards and supervisors shall have broad authority to make decisions toward this end provided that
7 such decisions shall not set precedence, establish a practice or, in any way, modify this Agreement.
8 Both the County and the Union agree to empower their supervisors and stewards respectively, and to
9 provide them the necessary training and access to staff resources necessary to implement this process.

10 **13.2.** The right to process and settle grievances, as that term is defined in this Article, is
11 wholly, to the exclusion of any other means available, dependent upon the provisions of this Article.

12 **13.3.** The existing wage structures are not to be subjected to the provisions of this Article for
13 determination or alteration.

14 **13.4.** The Union shall not be required to pursue employee grievances if, in the Union's
15 opinion, such lack merit. With respect to the processing, disposition and/or settlement of any
16 grievance, including hearings and final decisions of an arbitrator, the Union shall be the exclusive
17 representative of the employee(s) covered.

18 **13.5.** Employees, whether Union members or not, shall have no independent unilateral
19 privilege or right to invoke grievance procedures.

20 **13.6.** Probationary, temporary and term-limited temporary employees cannot grieve discipline
21 or discharge.

22 **13.7.** The processing, disposition and/or settlement by and between the Union and the County
23 of any grievance shall, except as provided in Sections 13.1.B and 13.8.A, be absolute and final and
24 binding on the Union and its members, the employee(s) involved and the County.

25 **13.8. Grievance Process.**

26 A. **Filing.** A grievance will be filed in writing with the employee's immediate
27 supervisor within fourteen (14) days of the incident or reasonable first knowledge thereof.

28 Grievances involving discipline will advance directly to STEP 2. All grievances must provide the

1 following information:

- 2 • The date and nature of the occurrence giving rise to the grievance;
- 3 • The Article of the Agreement alleged to be violated;
- 4 • A description of how the Agreement is alleged to have been violated; and
- 5 • The remedy requested.

6 **STEP 1.** The supervisor, employee and Union shall meet within ten (10) days after
7 the grievance is filed to discuss and attempt to resolve the grievance, unless it is mutually agreed that
8 a meeting is not necessary. If a resolution is reached, it must be reduced to writing and signed by the
9 supervisor, employee and Union. Copies of the resolution must be provided to the Division Manager
10 and County Labor Negotiator within ten (10) days after the resolution is agreed upon. The resolution
11 cannot, in any way whatsoever, modify the Agreement. If the grievance is not resolved at STEP 1,
12 the supervisor shall provide a written decision to the Union and the employee within ten (10) days
13 after the STEP 1 meeting. The Union will have ten (10) days following receipt of the supervisor's
14 written decision in which to request a STEP 2 meeting.

15 **STEP 2.** If the grievance was not resolved at STEP 1 or if the grievance involves
16 discipline, the Union may make a written request of the Division Manager for a STEP 2 meeting.
17 The Division Manager, employee and Union shall meet within fourteen (14) days after receipt of the
18 appeal to STEP 2 and attempt to resolve the grievance. If a resolution is reached, it must be reduced
19 to writing and signed by the Division Manager, employee and Union. A copy of the resolution must
20 be provided to County Labor Negotiator. The resolution cannot, in any way whatsoever, modify the
21 Agreement. If the grievance is not resolved at STEP 2, the Division Manager shall provide a written
22 decision to the Union within ten (10) days after the STEP 2 meeting. The Union will have ten (10)
23 days following receipt of the Division Manager's written decision in which to request mediation or
24 arbitration.

25 **B. Grievance Settlement Offers.** Rejected settlement offers made by either side will
26 be of no value, and will not be admissible in any mediation or arbitration. Settlements will not be of
27 any value in the interpretation of this Agreement, nor will settlements be of any value as precedent for
28 the handling of other similar matters unless expressly so stated in writing and approved by the County

1 and the Union.

2 **13.9. Optional Mediation.**

3 A. If the decision at the preceding step has not resolved the grievance, the Union may
4 submit the matter in writing to the Labor Negotiator/designee within ten (10) days of receiving the
5 division manager's/designee's grievance decision in Section 13.8.A.Step 2 above, with a request for
6 mediation. In the event the grievance is not resolved through mediation, the Union may proceed to
7 request arbitration within ten (10) days of concluding the mediation process.

8 **13.10. Arbitration.**

9 A. Should arbitration be requested, it must be done so within ten (10) calendar days of
10 concluding mediation or not later than ten (10) calendar days of receiving the division
11 manager's/designee's grievance decision. The request for arbitration shall be submitted in writing to
12 the Labor Negotiator/designee and it must specify the issue to be arbitrated.

13 B. The parties shall select a third disinterested party to serve as an arbitrator. In the
14 event that the parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a
15 panel of five (5) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS).
16 Both the County representative and the Union, each alternately striking a name from the list until only
17 one name remains, will select the arbitrator from among the names on the list. The Union shall strike
18 first. An arbitrator must be selected within five (5) days of receiving the list from FMCS.

19 C. Within a reasonable time of the arbitrator's selection, the arbitrator shall hold a
20 hearing. The hearing shall not be public. The arbitrator shall afford the Union and the County liberal
21 rights to present exhibits and other documentary evidence (including affidavits from witnesses) and to
22 examine and cross-examine witnesses. The Union and County may be represented as individually
23 desired. Upon the arbitrator's, or Union's or County's request, and when practicable, the County
24 shall make employees available as witnesses. All employee witnesses shall be free of restraint,
25 interference, coercion, or reprisal. Employee witnesses called by the County shall not lose wages
26 while testifying as a witness. The arbitrator shall have the power to and may, from time to time,
27 provide reasonable continuances and postponements of the hearing(s) as deemed appropriate or as
28 agreed by the Union and the County.

1 D. The arbitrator shall be asked to render a decision promptly and the decision of the
2 arbitrator shall be final and binding on both parties. The arbitrator shall retain jurisdiction until the
3 final decision is made, unless otherwise agreed to by the parties. The written decision shall be dated
4 and shall include orderly and concise findings of fact. Copies of the final decision shall be furnished
5 to the Union and County.

6 E. The parties shall require the arbitrator to agree that, by accepting the position of
7 arbitrator, she/he shall abide and be bound by the provisions of this Article. The arbitrator shall have
8 no power to add or subtract from or to disregard, modify or otherwise alter any term of this
9 Agreement or any other agreement(s) between the Union and the County or to negotiate new
10 agreements. The arbitrator's powers are limited to interpretations or a decision concerning
11 appropriate application of the terms of this Agreement or other existing pertinent agreement(s), if any,
12 with respect to the issue being arbitrated.

13 F. Failure to abide by the final decision of the Arbitrator shall be a violation of this
14 Agreement. The Union or the County may, if deemed expedient, seek court enforcement of any final
15 decision of the Arbitrator.

16 G. Fees for the arbitrator shall be paid equally by the Union and the County. If the
17 Union and County agree that shorthand, stenotype or other reporter should record the proceedings, the
18 cost incidental thereto shall be shared equally and each shall have access to the record. If the Union
19 or the County provide their own separate means for recording the proceedings, such shall not, as a
20 matter or right, be available to the other. In the event of death or disqualification or unavailability of
21 the arbitrator, a replacement may be made consistent with initial arbitrator appointment provisions
22 and, in such event, no fee shall be due the displaced arbitrator.

23 H. The Union and the County is each responsible for their own costs, fees, and
24 expenses that are related directly or indirectly to the processes of any pre-grievance, grievance,
25 arbitration or mediation as provided under this Article.

26 **13.11. Time Limits.** All time limits set forth in this Article refer to calendar days, excluding
27 Saturdays, Sundays and County recognized holidays. Time limits can be extended upon mutual
28 agreement.

1 13.12. The County and the Union agree that to the extent that there is any conflict between a
2 decision of an Arbitrator and a decision of the Public Employment Relations Commission (PERC),
3 the decision of the PERC shall prevail.
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1 **ARTICLE 14: SENIORITY**

2 **14.1.**

3 A. County Seniority is defined as total length of regular service with the County.

4 B. Departmental Seniority is defined as total length of regular service within the
5 department.

6 C. Work Unit Seniority is defined as total length of regular service within the work
7 unit.

8 **14.2.** In the event of reduction-in-force, work unit seniority shall have greater weight than
9 departmental seniority.

10 **14.3.** Where two or more employees have the same seniority within the bargaining unit, then
11 departmental and, if required, County seniority shall apply.

12 **14.4.**

13 A. A regular employee shall be entitled to work unit seniority when such employee
14 shall have completed a probationary period of six (6) consecutive months in a work unit covered by
15 this Agreement.

16 B. Seniority shall date back to the beginning of the six (6) month probationary period,
17 upon completion of same.

18 C. Employees laid off during their six (6) month probationary period may be recalled
19 to work unit work within ninety (90) calendar days of their layoff, they shall be credited with all days
20 previously worked for purposes of computing work unit seniority as set forth in Section 14.1.C.

21 **14.5.** Seniority rights shall be forfeited for either of the following causes:

22 A. Discharge for any justifiable cause.

23 B. Resignation.

24 **14.6.** Employees shall not suffer a loss of work unit seniority rights and shall accumulate it
25 during the employee's absence caused by industrial illness or injury, or maternity or paternity after
26 sick leave and vacation benefits are exhausted.

27 **14.7.** Except as provided in Sections 11.1 and 6.12.3.C, employees on an approved leave of
28 absence without pay shall not accumulate seniority credits during such absence.

1 **14.8.** When an employee is or has been promoted or transferred from the work unit to another
2 job so as to be excluded from coverage by this Agreement, such employee may be returned to the
3 work unit by the County and he/she shall resume his/her seniority which he/she had as of the date of
4 promotion or transfer; except that such employees outside of the work unit in excess of six (6)
5 months shall not have work unit division seniority restored upon their return to the work unit.

6 **14.9.** Employees laid off shall be recalled in the inverse order of layoff; namely, those laid off
7 last will be recalled first.

8 **14.10. Work Units – Defined.**

9 A. Transfer Station Operators: Solid Waste

10 B. Truck Driver III: Solid Waste

11 C. Truck Driver I, II, and III: Roads Services

12 D. Sign and Marking Specialists: All divisions

13 E. Truck Driver II: Parks

14 F. Truck Driver I and III: Fleet

15 **14.11. Seniority List.** The County will supply the Union with a seniority list annually upon
16 written request. The list will have the employee's name, home address, classification and date of
17 employment in the classification.

1 **ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY**

2 The County or the Union shall not unlawfully discriminate against any individual with respect
3 to compensation, terms, conditions, or privileges of employment because of race, color, religion,
4 marital status, sexual orientation, national origin, age, sex, or disability.

ARTICLE 16: SAVINGS CLAUSE

Should any part hereof or any provision herein contained in this Agreement be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions of this Agreement hereof; provided, however, upon such invalidation the parties agree immediately to meet and negotiate such parts to provisions affected. The remaining parts or provisions shall remain in full force and effect.

ARTICLE 17: WORK STOPPAGES AND EMPLOYER PROTECTION

17.1. The County and the Union agree that the public interest requires efficient and uninterrupted performance of all County services and to this end pledge their best efforts to avoid or eliminate any conduct contrary to this objective. Specifically, the Union shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to perform any customarily assigned duties, sick leave absence which is not bona fide, or other interference with County functions by employees under this Agreement and should the same occur, the Union agrees to take appropriate steps to end such interference. Any concerted action by any employees in the bargaining unit shall be deemed a work stoppage if any of the above activities have occurred contrary to the provisions of this Agreement. Being absent without authorized leave shall be considered as an automatic resignation. The department head may rescind such a resignation if the employee presents satisfactory reasons for his absence within three (3) calendar days of the date his automatic resignation became effective.

17.2. Upon notification in writing by the County to the Union that any of its members are engaged in a work stoppage, the Union shall immediately, in writing, order such members to immediately cease engaging in such work stoppage and provide the County with a copy of such order. In addition, if requested by the County, a responsible official of the Union shall publicly order such employees to cease engaging in such a work stoppage.

17.3. Any employee who commits any act prohibited in this Section will be subject in accordance with the County's work rules to the following action or penalties:

1. Discharge

2. Suspension or other disciplinary action as may be applicable to such employee.

17.4. No member of the bargaining unit will be disciplined solely for refusing to cross a picket line of a lawful strike that has been sanctioned by Joint Council of Teamsters 28. The Union agrees that nothing under the agreement would limit the County in carrying out its operations and functions in the event that employees exercise this provision and that doing, the Union will not fill a grievance or unfair labor practice or take any type of action against the County.

1 **ARTICLE 18: WAIVER CLAUSE**

2 The parties acknowledge that each has had the unlimited right within the law and the
3 opportunity to make demands and proposals with respect to any matter deemed a proper subject for
4 collective bargaining. The results of the exercise of that right and opportunity are set forth in this
5 Agreement. All letters of understanding executed prior to the signature of this Agreement which have
6 not been incorporated into this Agreement are null and void. Therefore, the County and the Union,
7 for the duration of this Agreement, each agrees to waive the right to oblige the other party to bargain
8 with respect to any subject or matter not specifically referred to or covered in this Agreement.

19.1. This Agreement shall be effective upon full and final ratification and approval by all requisite means by the Council and shall be in force and effect from January 1, 2003 through December 31, 2005.

19.2. Contract negotiations for a successor contract may be initiated by either party upon written notification not later than sixty (60) days before the expiration of this Agreement.

APPROVED this _____ day of _____, 2003

By

King County Executive

Teamsters, Local 174

Date

1 **MEMORANDUM OF AGREEMENT**

2 **BETWEEN**

3 **KING COUNTY**

4 **AND**

5 **TEAMSTERS, LOCAL 174**

6
7 **Subject: 2001 and 2002**

8
9 The parties agree to raise the wage rates in effect on December 31, 2000 by 3.11% to be
10 effective on January 1, 2001 and the wage rates in effect on December 31, 2001 by 2.32% to be
11 effective January 1, 2002. The parties further agree that instead of paying the increased wage rates to
12 the regular employees in the form of retroactive wages during the year (2001 and/or 2002) employed,
13 the County will use the money to pay into the Western Conference of Teamsters Pension Trust on
14 behalf of each regular employee who was employed during 2001 and/or 2002 up to \$2080.00 for the
15 year 2002. If the value of what the wage increases for 2001 and/or 2002 is greater than \$2080 for an
16 employee, the remainder will be paid to the employee as wages subject to standard withholdings.

17
18 **APPROVED** this _____ day of _____, 2003

19
20
21
22 By _____
23 King County Executive

24
25 For Teamsters, Local 174:

MEMORANDUM OF AGREEMENT

BETWEEN

KING COUNTY

AND

TEAMSTERS, LOCAL 174

Subject: Transfer Station Operators

It is understood that the wage rate for Transfer Station Operators recognizes any Solid Waste handling function currently performed by the Solid Waste Division and which may be added in the future.

APPROVED this _____ day of _____, 2003

By _____

King County Executive

For Teamsters, Local 174:

MEMORANDUM OF AGREEMENT

BETWEEN

KING COUNTY

AND

TEAMSTERS, LOCAL 174

Subject: Solid Waste and Union Partnership

When invited by the County, the Union's Secretary-Treasurer/designee will meet with the County to address any Solid Waste operational matter.

APPROVED this _____ day of _____, 2003

By _____

King County Executive

For Teamsters, Local 174:

ADDENDUM A
TEAMSTERS, LOCAL 174
DEPARTMENTS OF: NATURAL RESOURCES AND PARKS, TRANSPORTATION
2003 WAGE ADDENDUM

Class Code	MSA Code	Classification	Step A 0-6 mo. (80%)	Step B 7-18 mo. (85%)	Step C 19-30 mo. (90%)	Step D 31+mo. (100%)
8102100	8596	Sign and Marking Specialist I	16.89	17.94	19.00	21.11
8102200	8597	Sign and Marking Specialist II	18.58	19.75	20.91	23.23
8102300	8598	Sign and Marking Specialist Lead	20.44	21.72	23.00	25.55
9321100	8679	Truck Driver I	14.90	15.84	16.77	18.63
9321200	8680	Truck Driver II	17.98	19.10	20.22	22.47
9321300	8681	Truck Driver III	18.73	19.90	21.07	23.41
9322100	8682	Transfer Station Operator	18.46	19.61	20.76	23.07

**Memorandum of Agreement
Between
King County
and
Teamsters, Local 174**

Subject: Bi-Weekly Payroll

The Union agrees to the implementation of a bi-weekly payroll schedule at such time that the County Executive so determines.

Dated this _____ day of November, 2002

For King County

For Teamsters, Local 174
